

Exhibit 6

1

1

2 UNITED STATES DISTRICT COURT

3 SOUTHERN DISTRICT OF NEW YORK

5 BENJAMIN ASHMORE,

Plaintiff.

-against-

11 Civ 8611
(JMF)

9 CGI GROUP, INC. AND CGI FEDERAL
 INC.

10

Defendants.

11

DEPOSITION of SHAWN STEEN, taken by Plaintiff, pursuant to Notice, held at the offices of Kaiser, Saurborn & Mair, P.C., 111 Broadway, New York, New York, on Thursday, July 25, 2013, commencing at 1:38 p.m., before Margaret M. Harris, a Shorthand (Stenotype) Reporter and Notary Public within and for the State of New York.

21

22

23

24

25

MCM REPORTING SERVICE
(516) 775-5209

1

2

2

3 A P P E A R A N C E S:

4

KAISER, SAURBORN & MAIR, P.C.
5 Attorneys for Plaintiff
111 Broadway
6 New York, New York 10006

7

BY: DAVID N. MAIR, ESQ.

8

9

BOND SCHOENECK & KING
10 Attorneys for Defendants
111 Washington Avenue
10 Albany, New York 12210-2211

11

BY: STUART KLEIN, ESQ.

12

13

P R E S E N T:

14

Marybeth Carragher

15

Benjamin Ashmore

16

17

18

19

20

21

22

23

24

25

1

3

2

IT IS HEREBY STIPULATED AND
AGREED that the filing and sealing of
the within deposition be, and the same
are hereby waived;

3

4

5

IT IS FURTHER STIPULATED AND
AGREED that all objections, except as
to the form of the question, be and
the same are hereby reserved to the
time of the trial;

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

4

2 S H A W N S T E E N, called as a witness,
3 having been first duly sworn/affirmed by
4 Margaret M. Harris, a Notary Public within
5 and for the State of New York, was examined
6 and testified as follows:

7 EXAMINATION

8 BY MR. MAIR:

9 Q Good afternoon, Mr. Stein. My
10 name is David Mair. I represent Benjamin
11 Ashmore in this lawsuit against CGI.

12 I'm going to be taking your
13 deposition this afternoon, which is essentially
14 going to involve me asking you a series of
15 questions which you're then going to answer.

16 A Okay.

17 Q A couple of rules for the
18 deposition. If at any point in time you don't
19 hear my question properly or you don't
20 understand it, I'd like you to let me know and
21 I'll either repeat it or rephrase it as
22 appropriate.

23 In order to make sure we get an
24 accurate transcript, we need to try to let one
25 another finish. So I'll try to let you finish

1

Steen

2

your answer before I ask my next question and
even if you anticipate my question halfway
through, if you can just wait until the end of
it so we can get it down on the record before
you answer, that would be helpful.

3

4

5

6

7

8

9

10

is going to help us get an accurate transcript

here.

11

What is your full name?

12

A Shawn Donal Steen.

13

14

Q And by whom are you currently
employed?

15

16

A CGI Federal.

17

18

Q How long have you been employed
by CGI?

19

20

21

22

23

24

A It will be 13 years in August.

Q So you joined in 2000?

A August of 2000, correct.

Q And am I correct that at that

point you joined a predecessor corporate entity

of CGI?

25

A Correct. It was Orion

5

1

Steen

6

2

Consulting.

3

Q And Orion then became something
else which then became CGI?

5

A Correct. It was IMR Global
acquired Orion, and CGI acquired IMR Global.

7

Q But you have been continuously
employed by one of those entities since August
of 2000?

10

A Yes.

11

Q And what is your current title?

12

A Director of consulting.

13

Q I'm going to come back to CGI in
a minute, but I want to start off with some
background questions.

16

Can you give me an overview of
your formal education?

18

A Yes.

19

I have an undergraduate degree
from The Ohio State University.

21

Q What was the degree in?

22

A Sociology, with a minor in
criminal justice.

24

Q And what year did you get that
degree?

1 Steen

7

2 A '94, 1994.

3 Q Any other post high school formal
4 education?

5 A No.

6 Q Did you have any significant work
7 experience before graduating from Ohio State?

8 A I had worked for Huntington Banks
9 while I was going through school.

10 Q That was a job while you were
11 attending Ohio State?

12 A While I was in school, correct.

13 Q After graduating, what was your
14 first job?

15 A I went to Huntington Banks.

16 0 In 1994?

17 A Yes.

18 Q What was your job there?

19 A I was an investment assistant.

20 Q How long did you work for

21 Huntington Bank?

22 A About three years, that's an
23 estimate, but it was around three years.

24 Q So approximately '94 to '97?

25 A Correct.

1

Steen

8

2

Q Did you have any other positions
3 while you were there?

4

A No. While I was, when I was full
5 time, it was as an investment assistant.

6

Q Briefly, what were your duties?

7

A I supported the institutional
8 sales team. So it was the Huntington Capital
9 Corp.

10

Then I basically helped all the
11 back, processing of the trades, doing research
12 for any kind of customer inquiries on their
13 commercial trade accounts.

14

Q In '97, after you left
15 Huntington, where did you go to work?

16

A I opened a health club in
17 conjunction with some family members and
18 investors.

19

Q Where was the health club?

20

A Columbus, Ohio.

21

Q And what was the name of the
22 club?

23

A Body Life Fitness.

24

Q Body Life Fitness?

25

A Uh-hum. Yes.

1

Steen

9

2

Q And now you said you opened that
3 in '97?

4

A Correct.

5

Q How long did you continue
6 operating that?

7

A We had the business about three
8 and a half years.

9

Q So '97 to sometime in 2000?

10

A Yes, it was June of 2000.

11

Q And did you sell it?

12

A No, we liquidated.

13

Q During the time you had the
14 health club, what was your role?

15

A General manager.

16

Q You had an ownership interest as
17 well?

18

A Correct, yes.

19

Q And your next job after that was
20 CGI?

21

A Orion.

22

Q Orion?

23

A Yes.

24

Q CGI's corporate predecessor?

25

A Correct.

1

Steen

10

2

Q What were the circumstances of
3 you being hired by CGI?

4

A They were starting the Ohio PBCA
5 operation, had won the contract for the Ohio
6 PBCA.

7

Q And you were hired to come in and
8 play some role in that?

9

A Correct, as a consultant.

10

Q So your first job title was
11 consultant?

12

A The functional title was central
13 contract specialist.

14

Q That was your corporate title?

15

A Yes.

16

Q And did you have any other
17 titles?

18

MR. KLEIN: At the time of
19 hire?

20

MR. MAIR: Yes.

21

Q So, in other words, you said that
22 was your, I think you described it as your
23 functional title.

24

Was there another title that you
25 had as well?

1

Steen

11

2

A At that time, I don't think, it
3 was just that one title.

4

Q Did that title change at some
5 point in time?

6

A I was promoted.

7

Q To?

8

A Quality assurance specialist.

9

Q When was that promotion?

10

A That was probably between a year
11 and a year and a half after hire.

12

I don't know the exact date.

13

Q Sometime in 2001 or 2002?

14

A Correct.

15

I don't know the exact date.

16

Q And were you promoted again after
17 that?

18

A I was.

19

I transferred to the Tampa,
20 Florida office in 2005. With that transfer, I
21 was promoted to a managerial position, a
22 regional manager position.

23

Q So your title then was regional
24 manager?

25

A Correct.

1

Steen

12

2

Q And what was your next promotion?

3

A Next promotion was to state
4 manager.

5

Q When was that?

6

A As I said, I don't know the exact
7 date, 2008. I don't know the exact month.

8

Q Sometime in 2008?

9

A Sometime in 2008.

10

Q Were you promoted again after
11 that?

12

A Well, I was promoted to director,
13 to the director of consulting.

14

Q When was that?

15

A I'm trying to remember.

16

I don't remember, 2009 or 2010.

17

I maintained my duties as state
18 manager, but I had the director title, as well.

19

Q In relation to the period that
Benjamin Ashmore worked for the company, can you
21 tell me whether you had been promoted to
22 director as of the time he began working there?

23

A What was -- like what dates were
24 those?

25

Q I'm just seeing if that refreshes

1

Steen

13

2

your recollection as to the dates.

3

A I guess I don't know the time
frame that Ben worked, I don't know exactly his
starting and end date.

6

Q He was there from 2009 to 2010.

7

A Okay.

8

Q Does that help you pin down any
more precisely when you were promoted to
director?

10

A No.

12

Q So, in other words, you don't
remember sitting here today when Ben Ashmore was
there whether you were a manager as opposed to
director?

16

A No, I don't remember the specific
dates.

18

Q When in relation to the PBCA
rebid process did you become director?

20

A As I said, I don't remember the
exact date when I became a director.

22

Part of that was I still
supervised the Florida team, as I had before the
promotion, so it wasn't a huge change in
additional job responsibilities.

1

Steen

14

2

I was still doing a lot of the
3 work I had done before.

4

Q So, in other words, you can't
5 remember with reference to if the promotion was
6 before the rebid process started versus it was
7 around the time that the initial bids were
8 submitted.

9

Is there anything about the rebid
10 process that you can use to try to pin down when
11 you became director?

12

A I mean, I believe I was director
13 in the rebid process, but I don't know exactly
14 what date, because the rebid was kind of an
15 extended process with HUD.

16

So I'm not sure at what point
17 those overlapped.

18

Q So let me go back now and I just
19 want to run through from the beginning what your
20 duties were and how they changed at CGI between
21 2000 to today.

22

A Okay.

23

Q You were first hired as a central
24 contract specialist, you said?

25

A Correct.

1

Steen

15

2

Q To whom did you report then?

3

A A woman named Tony Donner.

4

Q What were your duties?

5

A I managed a portfolio of about 50 properties.

7

Q When you say you managed these properties, was that within the PBCA work that was being done by the company?

10

A Correct, yes.

11

Q Did your duties change before you became a quality assurance specialist?

13

A No.

14

Q When you became a quality assurance specialist, did your duties change at that point?

17

A Yes.

18

Q And how did they change?

19

A As a quality assurance specialist, I had responsibility to do quality assurance reviews of work being processed by the other contract specialists.

23

Q Again, PBCA?

24

A Correct.

25

Q And what was your geographic or

1

Steen

16

2

other area of responsibility?

3

A My primary areas were two parts
of the PBCA program.

5

There was the central portion and
then a local portion, the local portion being
where we go out and visit properties.

8

So for the local portion I had
Cincinnati and Dayton as my areas of
responsibility.

11

That involved just visiting staff
and joining them in the field in those two areas
and I also did reviews of the central contract
work in Columbus and Cleveland.

15

Q Was that the central call center?

16

A It included the call center
review, as well, yes.

18

Q While you were quality assurance
specialist, did you have any other duties beyond
your PBCA duties?

21

A No.

22

When I was quality assurance
specialist, I focused on reviewing, doing
quality assurance reviews of the PBCA work.

25

Q Your next promotion was to

1

Steen

17

2

regional manager for Tampa, Florida; is that
3 right?

4

A I was regional manager based in
5 Tampa. I supervised the Miami and southern
6 Florida area. That was my region.

7

Q The region was Miami and southern
8 Florida?

9

A Correct.

10

Q And was that related to PBCA
11 work?

12

A Yes.

13

Q Did it include anything else?

14

A No. As a regional manager, it
15 was strictly focused on PBCA work.

16

Q During the time you were a
17 regional manager, was 100 percent of your time
18 spent on PBCA work?

19

A Yes.

20

Q Can you describe generally what
21 your duties were as regional manager?

22

A Sure.

23

My duties basically were to
24 ensure that we met all of our, the PBCA
25 contracts, they are all based on timely,

1

Steen

2

accurate completion of the work we're assigned.

3

So I had to oversee a team of central and local staff. I just had to make sure that all the work was completed timely and accurately.

7

Q Did you have overall operational responsibility for the PBCA work within your region?

10

A Correct. Yes. I was responsible to make sure within my region everything was completed on time and accurate.

13

Q In the quality assurance specialist role, to whom did you report?

15

A Suzanne Cochran.

16

Q The entire period?

17

A Yes.

18

Q And when you were promoted to regional manager, who did you report to in that role?

21

A To Michael Kramer.

22

Q What was Mr. Kramer's position?

23

A He was the state manager at that time.

25

Q And do you know if his title was

1

Steen

19

2

director?

3

A I don't think it was, but I don't
know that for certain.

5

Q In 2008 you were promoted to the
state manager position; is that correct?

7

A Correct.

8

Q And that was the position that
Mr. Kramer had occupied before?

10

A Yes.

11

Q And at the time you were
appointed to state manager, I believe that you
testified you were not yet a director; is that
right?

15

A Correct.

16

Q What was your corporate title
when you were state manager?

18

A Manager was my CGI title.

19

Q And was that your CGI title when
you were regional manager, as well?

21

A Yes.

22

Q To whom did you report when you
became state manager?

24

A Marybeth Carragher.

25

Q That was the first time you

1

Steen

20

2

reported to her directly?

3

A Yes.

4

Q And up until that time that you became state manager, had 100 percent of your work with CGI been on the PBCA?

7

A I'm just thinking.

8

Yes.

9

Q Tell me what your responsibilities were upon becoming state manager.

12

A As the state manager I was responsible for all the day-to-day operations of the Florida PBCA staff, so the regional managers and we also have local managers that report to the state manager.

17

Q How many regional managers reported in to you?

19

A At that time three were regional managers that supervised the central contract staff and there were three local managers that supervised the local staff.

23

So there was a total of six managers who reported to the state manager, to me.

1

Steen

21

2

Q Have you remained the state
3 manager for the State of Florida since 2008 up
4 until today?

5

A No. That title changed. Someone
6 was promoted from within the team. It would
7 have been last summer, July of last year.

8

So they promoted somebody
9 internally to fulfill the state manager's role.

10

Q Who was that?

11

A Cedric Hernandez.

12

Q That was in July 2012?

13

A Summer of 2012, I'm pretty sure
14 it was July was the official date, but the
15 summer of last year.

16

Q So from 2008 until that point in
17 2012 you had the state manager role?

18

A Correct.

19

Q And your corporate title changed
20 at some point from manager to director?

21

A Correct.

22

Q At some point during that period?

23

A Yes.

24

Q So let's take that period up
25 until July of 2012.

1

Steen

22

2

Did you at any point have duties

3

beyond PBCA?

4

A I started having business development responsibilities.

6

Q Were those business development responsibilities beyond PBCA work or did they relate solely to PBCA work?

9

A Primarily PBCA work, expanding our role within, you know, acquiring new PBCA contracts when the rebid happened.

12

Q So you played a role in the CGI efforts to win more work in the PBCA rebid?

14

A Yes.

15

Q And you continued as state manager during that period, as well?

17

A Yes.

18

Q Operationally running the existing Florida PBCA work?

20

A Correct.

21

Q Did there come a point in time at any point when your duties expanded beyond PBCA work either in terms of business development or new opportunities or operationally or in terms of projects that were being performed?

1

Steen

2

MR. KLEIN: Object to the

3

form.

4

You can answer.

5

Q You can answer the question.

6

MR. KLEIN: You can

7

answer.

8

THE WITNESS: Can you

9

repeat that one more time?

10

Sorry.

11

(Whereupon, the record was

12

read back by the reporter.)

13

A The duties did include primarily PBCA pursuit, but included looking for opportunities with HUD.

16

So I wasn't restricted to just PBCA work.

18

Part of my role was to look for opportunities with HUD, PBCA and non-PBCA.

20

Q Okay.

21

Did you have any duties beyond HUD?

23

A No. My focus was primarily HUD.

24

Q Have you overseen or worked on any projects for HUD other than PBCA work?

1

Steen

24

2

A No, not with HUD.

3

4

Q Have you been involved in the
pursuit of any HUD work in addition to PBCA
work?

5

A I don't think so, no.

6

Q So am I correct that as of today
all of your work at CGI has entailed either your
operational role on the existing Florida PBCA
work or the pursuit of additional PBCA work
through the rebid process?

7

A Correct.

8

MR. KLEIN: Objection.

9

10

Short of what he talked
about earlier?

11

12

Q I'm trying to find out and I
guess I'll make it clear, I'm talking about
after you moved to Florida.

13

14

So since you moved to Florida
with CGI, has all of your work been either
operationally overseeing Florida for a portion
of the Florida work in the PBCA field or
pursuing additional PBCA work?

15

16

A I guess recently, and I'm still
currently involved with a project in Long Island

1

Steen

25

2

working with the disaster recovery effort.

3

Q And that's the only thing outside
4 of PBCA that you've either been involved in
5 pursuing or in operationally?

6

A Correct.

7

Q And that's the disaster recovery
8 relating to the Sandy recovery effort?

9

A Yes.

10

And just I guess to have this on
11 the record, we also, with the same client, the
12 Tampa Housing Authority, we have the PBCA
13 contract for the U.S. Virgin Islands.

14

Q At what point in time did CGI and
15 the Tampa Housing Authority obtain the PBCA
16 contract for the Virgin Islands?

17

A The contract started October 1st
18 of 2012.

19

Q And how is it that CGI won that
20 business?

21

A That was part of the 2011
22 invitation for bids.

23

Q Was that an invitation just for
24 the Virgin Islands?

25

A No. It was for all 53 contracts

1

Steen

26

2

available.

3

Q So as part of the rebid process?

4

A Correct.

5

Q And that was pursued together
6 with the Tampa -- well, what was the entity that
7 that was pursued with?

8

A The North Tampa Housing
9 Development Corporation, which is an entity of

1

Steen

27

2

Development Corporation?

3

A Not necessarily. I'm not
employed by NTHDC, no.

5

Q Does NTHDC hold you out as being
the state manager for NTHDC?

7

A State manager of the contract,
yes, I guess that would be accurate.

9

Q Well, I'm going to show you a
printout from the website for the winter 2011
quarterly review that the NTHDC has posted on
its website that lists you as "State Manager,
NTHDC."

14

And I don't have any copies of
the exhibit.

16

MR. MAIR: Let's mark this
first and I'll show this to you.

18

(A one-page document was
marked as Plaintiff's Exhibit 42
for identification, as of this
date.)

22

BY MR. MAIR:

23

Q I'm showing you Exhibit 42
(handing).

25

Do you recognize that as being a

1

Steen

28

2

printout from the NTHDC website?

3

A Yes.

4

Q And you are listed as the state manager of NTHDC, is that fair to say?

5

A Yes.

6

Q So my question is, does NTHDC, regardless of whether you are actually their employee, hold you out as being the state manager?

7

MR. KLEIN: And just for clarification, David, you referenced the winter 2011 quarterly review, which is when I think this excerpt is from.

8

Are you talking about then or now or both?

9

Q Let's break it down.

10

The first question is, as of winter of 2011, did NTHDC hold you out as being its state manager for Florida?

11

A I guess when you say hold me out, promote me as the state manager or --

12

Q Yes. Did it list you as being its state manager for Florida?

1

Steen

29

2

A Yes.

3

4

Q And did it, we see that you were listed on website.

5

6

7

8

Was that just an anomaly or was that typical of what they would list you as in informational materials or other materials that they gave out to people?

9

10

MR. KLEIN: Object to the

form.

11

You can answer.

12

A That would be typical, yes.

13

14

15

Q And beyond written materials, were you represented to be the state manager by NTHDC in discussions with HUD?

16

A Yes.

17

18

Q Now, that was true, we see, as of the winter of 2011?

19

A Uh-hum.

20

21

Q Was that true as of the time you became state manager for Florida with CGI?

22

A Yes.

23

24

25

Q So from 2008 until you ceased being state manager in July of 2012, is it fair to say that NTHDC continuously held you out

1

Steen

30

2

during that period of time to be state manager
3 for the State of Florida?

4

A Yes, that would be accurate.

5

Q Let me turn now to the PBCA rebid
6 process.

7

A Okay.

8

Q As of the beginning of that
9 process, do you have an approximate recollection
10 of the total number of units under management
11 that CGI had in all of its PBCA work?

12

A Could you ask me that again?

13

Q Let's see if we can actually help
14 you out here.

15

Let's take a look at what was
16 previously marked as Exhibit 27 (handing).

17

MR. MAIR: For the record,

18

Exhibit 27 is an e-mail string

19

from January 14th to January 15th

20

of 2010.

21

Q I'm going to ask you to turn to
22 the second to last page of the document.

23

A (Perusing document.)

24

Q And that's the e-mail at the
25 bottom of the page from Ms. Carragher to Richard

1

Steen

31

2

Schmitz and has the date January 14, 2010.

3

Do you see that?

4

A I do.

5

Q Can you just read that e-mail to
yourself?

6

A (Perusing document.)

7

Q Now I understand you were not a
recipient of that e-mail. I assume you haven't
seen it before?

8

A No, I have not seen it.

9

Q In the e-mail Ms. Carragher is
discussing what she characterizes as some
disturbing news.

10

Do you see that?

11

A Yes.

12

Q And she talks about HUD
presenting at an NCSHA conference in which they
said that they planned on limiting bids to a
combined 300,000 unit cap.

13

Do you see that?

14

A I do.

15

Q In the next paragraph she says,
"We have 267,000 units right now and we are
planning to bid on over 800,000 units."

1

Steen

2

Do you see that?

3

A I do.

4

Q As of that point in the rebid, as of January 2010, is it your recollection that CGI had approximately 267,000 units in its existing PBCA contracts?

5

A That sounds like an accurate figure, yes.

6

Q And you were one of the senior members of Ms. Carragher's team that had responsibility for trying to win additional PBCA work in the rebid; is that fair to say?

7

A Yes.

8

Q Was that senior team with Ms. Carragher known internally as the rat pack?

9

A Yes.

10

Q And you were a member of the rat pack?

11

A Yes.

12

Q Mr. Ashmore was a member of the rat pack?

13

A Yes.

14

Q Ms. Carragher's other senior direct reports were also members, correct?

32

1

Steen

33

2

A Correct.

3

4

5

6

7

Q And am I correct that during the course of the rebid the rat pack had numerous meetings, conference calls, discussions as part of its pursuit of additional PBCA work in the rebid?

8

A Yes.

9

Q And looking back at Ms. Carragher's e-mail, is it your recollection that the internal goal at CGI in the rebid was to bid on more than 800,000 units?

10

A Yes, that sounds accurate.

11

Q And by that you mean bidding on jurisdictions, states and other jurisdictions within the country that had a combined number of units that exceeded 800,000, correct?

12

A Correct.

13

Q Now, at some point in the rebid process, HUD announced that it was considering imposing a unit cap on the total number of units that any one contractor or subcontractor could bid upon; is that correct?

14

A Yes.

15

Q And having seen Ms. Carragher's

1

Steen

34

2

e-mail from January of 2010, does that refresh
3 your recollection that HUD first announced that
4 it was considering a unit cap in January of
5 2010?

6

I think I may have said '11, but
7 the e-mail is January 2010.

8

Is that your recollection as to
9 when HUD announced that it was considering this
10 unit cap?

11

A Yes.

12

Q And when HUD had first announced
13 that it was considering the unit cap, it gave
14 the number of 300,000 units as being the
15 proposed cap; is that correct?

16

A Reference in the e-mail, yes.

17

Q At some point later on HUD
18 increased that number to 400,000, correct?

19

A I don't recall 400,000, but I
20 know the number was fluid. It changed and was
21 modified by HUD multiple times during different
22 conferences and comments by HUD staff.

23

Q After HUD had announced in
24 January 2010 that it was considering imposing
25 the unit cap, did the rat pack in its various

1

Steen

2

conference calls and strategy sessions start
3 talking about what CGI could do to try to
4 dissuade HUD from implementing a unit cap in the
5 final bidding process?

6

A Yes.

7

Q And did the rat pack also start
8 having discussions about what bidding strategies
9 CGI could potentially use in the event that HUD
10 did include a unit cap in the final bidding?

11

12

MR. KLEIN: Object to the

form.

13

14

A We discussed how we would
approach the bid if there was a unit cap.

15

16

Q So that the strategy of the rat
pack was to talk about ways to try to avoid a
unit cap being put in place, but at the same
time discuss ways in which CGI could handle the
bidding if a unit cap did eventually go into
place; is that fair to say?

21

22

A I would rephrase it that the rat
pack's goal was to pursue new business.

23

24

So we looked at ways that we
could pursue new business in light of the
potential HUD parameters as part of their

25

35

1

Steen

36

2

invitation.

3

Q But as part of that pursuit of new business, is it fair to say that the rat pack discussed ways to try to avoid HUD imposing a unit cap, but at the same time discussed strategies that could be used if, in fact, HUD did impose a unit cap on the final bidding?

9

MR. KLEIN: Object to the

10

form.

11

A I would say we discussed ways to accommodate, certainly we talked about finding out why HUD had the cap and questioning HUD on the logic, I guess, or the rationale behind it.

15

But then on the rat pack side the goal was if there was no unit cap, we would approach it this way, if there was a unit cap, we would have to find other ways to approach the bid.

20

Q Let me show you what was marked earlier as Exhibit 13 (handing).

22

MR. MAIR: For the record,

23

this is a document Bates stamped CGI 7233 confidential. It's an e-mail exchange between

1

Steen

2

Mr. Kiprianou and Ms. Carragher
on January 29, 2010.

4

Q Can you read this document to
yourself?

6

A (Perusing document.) I've read
this.

8

Q I see that you were not cc'd on
this, but have you ever seen this before?

10

A No.

11

Q Turning to the second page of the
document, it's the e-mail from Mr. Kiprianou in
the paragraph that he numbered three.

14

And there he says, quote, "I
don't know whether this is possible or
allowable, but can we create new entities for
selected jurisdictions that are a joined venture
of a PHA and CGI subsidiary. If this holds,
then we can get away with the unit restrictions
as these entities will be somehow independent
from CGI," close quote.

22

Do you see that?

23

A Uh-hum. Yes.

24

Q During the rebid process, at any
point in time was there a discussion amongst rat

37

1

Steen

38

2

pack members about the possibility of setting up
one or more outside company that could be used
to bid for work in the rebid process in order to
get around a single unit cap for CGI?

3

4

MR. KLEIN: Object to the

5

form.

6

7

A I don't remember those
discussions, no.

8

9

Q You don't remember that ever
being discussed at any point in time during the
rebid process?

10

11

A Setting up separate outside
entities? No.

12

13

Q Was there ever a discussion of
setting up any new corporate entities, whether
they were outside entities or subsidiaries of
CGI or affiliates of CGI, for the purposes of
getting around a unit cap?

14

15

A Jokingly there was a discussion
or joke about a Honey Baked Ham division, yes.

16

17

Q Tell me about that conversation.

18

19

A One of my colleague, Les Pierce,
owns Honey Baked Ham franchises.

20

21

So in a joking discussion someone

22

23

1

Steen

39

2

proposed opening up a Honey Baked Ham division
3 to pursue the business.

4

Q That was obviously in jest?

5

A Correct, that was obviously a
6 joke.

7

Q Before the Honey Baked Ham joke
8 was stated by somebody, was there any other
9 discussion leading up to that about the
10 possibility of setting up new corporate entities
11 to bid as part of the rebid process if a unit
12 cap was put in place?

13

A No, I don't remember that being
14 part of the discussion, setting up new entities.

15

Q So it's your testimony today that
16 the sole discussion at any point in time about
17 creating new corporate entities to bid in the
18 rebid process as a potential strategy, the sole
19 reference to that was in the context of the
20 Honey Baked Ham joke?

21

A That's my recollection, yes.

22

Q And that from the very first
23 moment the concept was uttered, it was uttered
24 as a joke with reference to Honey Baked Ham?

25

MR. KLEIN: Object to

1

Steen

40

2

form.

3

A That's the only occurrence that I
remember.

5

Q Was there ever any discussion at
any point in time about having a company set up
to be headed by one or more of Ms. Carragher's
existing direct reports that could bid on some
of the PBCA rebid work in conjunction with a PHA
partner during the rebid process?

10

A Separate from the Honey Baked Ham
joke?

11

Q Yes.

12

Other than what you have said was
a reference to Honey Baked Ham that was brought
up from the very beginning in jest and was only
ever something that was joked about, other than
that, was there ever a discussion of a company
being set up and headed by a director from CGI
in the rebid process?

13

A No discussions that I was part
of, no.

14

Q Now let me make sure I understand
your testimony.

15

Is it your testimony that you can

1

Steen

41

2

definitively state here today that no such
conversation was ever had in your presence, or
is it your testimony that you do not recall such
a conversation sitting here today?

6

A I would say there's no discussion
that happened in my presence.

7

Q So your testimony is
categorically it never happened in your
presence?

8

A I feel confident that, yes, there
was no discussion that happened in my presence
discussing that.

9

Q Now, with reference to the Honey
Baked Ham joke, who raised that?

10

A I don't remember.

11

Q Well, you said Mr. Pierce was the
one who owned the Honey Baked Ham franchise.

12

Was he the one who raised this
joke?

13

A I don't remember.

14

He was --

15

Q Is -- I'm sorry, finish your
answer.

16

A I was going to say, he was often

1

Steen

42

2

kidded about Honey Baked Ham, so this wasn't an
isolated incident of kind of joking with him
about his Honey Baked Ham franchise.

5

Q So he was present when this joke
was made?

7

A Yes.

8

Q He was, if you like, he was the
butt of the joke?

10

A Correct, that's safe to say.

11

Q And how long was the discussion
surrounding this Honey Baked Ham joke?

13

A I guess I don't remember exact
time frame.

15

I think it was just a small part

16 of a meeting.

17

As I said, the jokes were not,
you know, we would joke with him on different
occasions about his Honey Baked Ham activity or
ownership.

21

Q On how many occasions did
somebody joke about having a Honey Baked Ham
entity bid in the PBCA rebid? Was that on a
single occasion or was it joked about multiple
times?

1

Steen

43

2

A I don't recall. It may have
happened more than once, as I said, just in a
joking fashion.

5

Q Are you able to tell me
definitively whether it was only once or more
than once?

8

A I'm not able to tell you
definitively, no.

10

Q And you recall it being raised on
one occasion at least?

12

A Correct, at least once.

13

Q And when it was raised, was the
joke made, people laughed, and then the meeting
moved on?

16

A Correct.

17

Q And so the sole discussion of the
this joke was 60 seconds or less?

19

A I mean, I don't recall an exact
time frame.

21

It may have lasted a little
longer between input and jokes from other
people, but, I mean, it was a small part of a
long meeting.

25

Q Two or three minutes at most?

1

Steen

44

2

A Yeah, maybe a few minutes.

3

Q And sitting here today you can only definitively recall it on one occasion; is

5 that correct?

6

A Correct, definitely, yes.

7

Q Now, was there ever a discussion in your presence amongst any rat pack members about the concept of using existing, multiple existing CGI corporate entities in order to get around a single unit cap if one were imposed in 11 the bidding?

12

13 THE WITNESS: Can you
14 repeat that question?

15

16 (Whereupon, the record was
read back by the reporter.)

17

18 MR. KLEIN: Object to the
form.

19

Shawn, you can answer it.

20

21 A No. There were no discussions to
use CGI entities to get around the unit cap.

22

23 I do remember discussions about
24 using CGI entities that had existing
relationships with potential clients, clients
25 being housing authorities that we were looking

1

Steen

45

2

to partner with.

3

Q Can you tell me what you mean by
that?

5

A CGI corporate obviously had a
large presence with certain, in certain states
or with certain clients that we were looking to
partner with on the PBCA program.

9

So I remember discussions of, you
know, if we would use those CGI entities and
staff since we already had an existing
relationship.

13

Q Which CGI entities are you
talking about?

15

Can you tell me specifically?

16

THE WITNESS: I'm not
sure.

18

MR. KLEIN: Well --

19

A I believe it was CGI Technology
and Solutions or CGI Corporate. I guess I'm not
sure what the corporate entity name was.

22

Q So let me see if I understand
your testimony.

24

Was there any discussion at any
point in time about whether or not CGI could use

1

Steen

46

2

more than one of its existing corporate entities
in the rebid, and thereby avoid being subject to
a single unit cap collectively for all of CGI if
HUD decided to impose the unit cap?

3

4

5

6

7

8

9

10

A No, my understanding of the
conversations that I was part of, the intent of
the discussion was not to avoid the unit cap, it
was rather to use existing CGI relationships to
find partners.

11

12

13

That was the crux of why we were
looking at using some of our existing CGI
corporate entities.

14

15

16

Q So it was never discussed even as
a potential idea of how to be able to bid on
units above the unit cap?

17

18

A No, not in any conversations I
was part of.

19

20

21

22

23

24

25

Q Just to summarize and see if I
understand it correctly then, is it your
testimony sitting here today that other than a
two or three-minute discussion solely in jest
about using Honey Baked Ham in the bidding,
which everybody understood from the moment it
was mentioned to be a joke, other than that,

1

Steen

47

2 there was never a discussion at any point in
3 time amongst any rat pack members in your
4 presence about the possibility of using more
5 than one corporate entity, whether an existing
6 corporate entity or a new entity, whether a
7 subsidiary of CGI or a separate company, in
8 order to be able to bid in the PBCA rebid for
9 units in excess of a unit cap, if one were to be
10 imposed?

11 MR. KLEIN: Object to the
12 form.

13 You can answer.

14 A Actually, that was a very long
15 statement. Can you repeat that before I answer
16 it?

17 (Whereupon, the record was
18 read back by the reporter.)

19 A Yes, that's an accurate summation
20 of my deposition or statement or whatever.

21 Q That is your testimony sitting
22 here today?

23 A Yes. That's a good summary of my
24 testimony.

25 Q Let's take a look at what was

1

Steen

48

2

previously marked as Exhibit 14, stamped CGI
5043 confidential. It's a May 17, 2010 e-mail
together with a PowerPoint attachment entitled
"Senior Management Committee Progress Update"
(handing.)

7

Can you take a look at this
document and tell me whether you have ever seen
it before?

10

A (Perusing document.)

11

I don't recall having seen it,
but it's a PowerPoint.

13

Q Regardless of whether you have
seen this specific PowerPoint, have you seen
PowerPoint presentations that were put together
to update senior management on the progress of
the rebid?

18

A Yes.

19

Q So it's fair to say you have seen
this type of presentation before, you just don't
recall seeing this specific one?

22

A I don't recall if I've seen this
specific one, but, yes, I'm familiar with some
of the slides and the information.

25

Q So you don't recall whether it

1

Steen

49

2

was this specific one, but you have seen this
3 type?

4

A Yes.

5

Q If you can turn to page -- well,
6 before you do that, what is your understanding
7 as to what this presentation is, this type of
8 presentation?

9

A This was, my understanding is it
10 was a briefing provided to the senior CGI
11 executive staff on the pursuit, you know, where
12 we were in the process.

13

Q Were you ever present for any of
14 those briefings?

15

A I don't recall. It's possible.
16 I don't know how often they happened, but it's
17 possible that I may have at least been invited
18 to attend, but I never presented to the senior
19 staff, no.

20

Q And you don't recall whether or
21 not you were ever in attendance?

22

A Correct.

23

I may have been, but I don't
24 recall for certain if I ever was invited to
25 actually participate in one of the senior

1

Steen

50

2

management briefings.

3

Q Take a look in the PowerPoint presentation at page No. 5.

4

A (Perusing document.)

5

Q Now, the first bullet point lays out a strategy that CGI was considering using at that point in time in the event HUD imposed a unit cap in the final bidding documents, correct?

6

7

8

9

10

A Correct.

11

Q And the strategy that was being discussed was a strategy where CGI could bid on a certain number of states together with its partners that cumulatively fell within the unit cap, right?

12

13

14

15

16

17

A Correct.

18

19

20

21

Q And then CGI could also bid on a number of other states under a 49/51 percent bidding relationship with the prime contractor, correct?

22

23

24

25

A Correct.

Q And the 49/51 bidding relationship referred to an allocation of who employed the full-time equivalent or FTE

1

Steen

51

2

employees, correct?

3

A Correct, yes.

4

Q And the 49/51 bidding scenario
5 was a scenario in which the bid was submitted on
6 the basis that the prime PHA partner would
7 employ at least 51 percent of the FTEs for the
8 operational tasks under the ACC contract,
9 correct?

10

A Yes, correct.

11

Q And that the bid that was being
12 submitted would represent that CGI would employ
13 49 percent or fewer of the FTEs?

14

A Correct.

15

Q And that was something that was
16 discussed regularly on rat pack conference
17 calls?

18

A Yes.

19

Q And it's fair to say that it was
20 a strategy that was discussed before the unit
21 cap was finalized by HUD as being a strategy
22 that could be used if HUD did decide to proceed
23 with the unit cap?

24

A Yes. This provided a way to
25 pursue the PBCA contracts if there was a unit

1

Steen

52

2

cap.

3

Q It was a way to pursue PBCA work
in states that added up collectively to more
than the unit cap, correct?

6

A Correct.

7

Q Now, if you look at the second
part of this page, there's a table which
discusses the options for who CGI could partner
with as the 51-percent partner.

11

Do you see that?

12

A Yes.

13

Q And the two options discussed
here are either a PHA or a private-sector
partner, right?

16

A Yes.

17

Q And the pros that are listed, one
of the pros listed for a PHA partner being a
51-percent partner is, quote, "Willing to
transfer 51 percent to CGI after first year,"
close quote.

22

Do you see that?

23

A I do see that.

24

Q During any rat pack conference
calls or discussions that you participated in,

1

Steen

53

2

was there a discussion about the possibility of
submitting a bid under a 49/51 bidding scenario,
but having the PHA transfer back or transfer
some of the FTE employees to CGI at some point
after the contract was awarded?

7

A I don't remember that being
specifically discussed, but we did discuss how
HUD would monitor, if they would only monitor at
the initial bid stage or if there would be an
annual reporting or some kind of annual
monitoring by HUD.

13

Q So you recall discussions between
rat pack members as to what, if anything, HUD
would do after the contract was awarded on an
ongoing basis to monitor who employed the
employees performing the work?

18

A Correct.

19

Q For contracts that were awarded
on a 49/51 percent bidding basis?

21

A For any contracts, I guess, how
they would determine somebody didn't exceed that
cap or if those relationships changed between
contractor and subcontractor, how HUD was going
to monitor that on an ongoing basis.

1

Steen

54

2

Q Relative to the unit cap if one
3 were imposed?

4

A I mean, not specifically. I
5 guess it was just general discussion of how is
6 HUD going to watch this, you know, as entities
7 change or if a contractor decides to switch
8 subcontractors, I guess, what method or way
9 would HUD monitor that on an ongoing basis.

10

Q Well, was there a discussion at
11 some point during the rat pack conference calls
12 about what would happen if CGI or any other
13 subcontractor were to acquire another company
14 that had its own contracts under the PBCA where
15 after the merger collectively the new entity
16 would have contracts in excess of the unit cap,
17 was there a discussion along those lines?

18

A I don't remember discussion about
19 acquisition.

20

I do remember some discussions
21 were about if you had a PBCA that failed to
22 perform.

23

So if they failed to perform, HUD
24 would obviously need to find another PBCA, but
25 how would they handle that, you know, would they

1

Steen

55

2

allow someone to bid on that work if they're
already above the cap or at the cap level.

4

So it was kind of a broad
discussion because there were a lot of
components that HUD would have to consider that
were ongoing, because it is a fluid situation
that a contractor may not perform or may not
want to do the work and turn the work back if
they for whatever reason couldn't fulfill the
work.

12

Q Let me go back to what you said
was discussed relative to the 49/51 FTE split.

14

Did I understand your testimony
correctly that there were discussions amongst
rat pack members about what HUD would do after
contracts were awarded to monitor whether or not
a subcontractor was employing 49 percent or
fewer of the FTEs?

20

MR. KLEIN: Object to the
form.

22

A Yes, that is correct.

23

There were discussions on how HUD
would monitor on an ongoing basis, yes.

25

Q And did those discussions involve

1

Steen

56

2

discussions about whether or not HUD would
require reporting from the PHAs and their
subcontractors?

5

A The discussion was how would HUD
monitor, would it be a reporting function, would
it be some kind of audit?

8

What HUD would do to make sure
the caps were followed, if that was their intent
ongoing.

10

Q Or whether HUD would monitor it
at all?

13

A Correct. The invitation wasn't
really clear. It would only address the point
at which you bid on the work.

16

It never really addressed what
would happen after that point. So it was pretty
unclear from HUD.

19

So a lot of discussions were just
trying to parse out what HUD meant or what they
intended the cap to do on a functional basis.

22

Q It's fair to say that when you
had these discussions, the final bidding
documents hadn't been issued yet; is that
correct?

1

Steen

58

2

they initially announced that they were
considering a unit cap, correct?

4

A Correct.

5

Q During that period, is it fair to
say that CGI was trying to obtain whatever
information it could to assess how likely it was
that the unit cap was actually going to be
imposed in the final documents?

10

A I was not directly involved in
obtaining that information, but I would assume,
yes, that we were trying to find out as much
information as we could.

14

Q Regardless of who obtained the
information, that was a topic that was discussed
during the rat pack conference calls, correct?

17

A Correct.

18

Q In these regular strategy
sessions by the team in charge of pursuing this
rebid, there was an ongoing discussion trying to
evaluate how likely it was that the unit caps
were ultimately going to be imposed, correct?

23

24

MR. KLEIN: Object to the

form.

25

A Correct, I would say that's

1

Steen

59

2

correct, because the HUD numbers did change.

3

They initially had one percentage or number and
then it changed to something else.

4

I mean, it was a moving target,

5

so it wasn't -- through that period it wasn't

6

clear if there was going to be a cap, and if

7

there was a cap, what that number would be,

8

because it was fluctuating and HUD wasn't real

9

certain how they were going to determine what

10

the final number would be if there was one.

11

Q It's fair to say that the level

12

of optimism within the rat pack discussions

13

about the likelihood that HUD would decide

14

against the unit cap fluctuated, it went up and

15

down over time, correct?

16

A I mean, I can't speak for the rat

17

pack. I guess just for me personally, I mean,

18

it was definitely not known.

19

I mean, like I said, on one HUD

20

call they would have one number and on another

21

call they would have a different number. They

22

may be questioned and not have a good response

23

as to why they were even instituting the cap.

24

So for me, I guess, I don't know

1

Steen

60

2

about my optimism, but just any assurance that
there was going to be a cap or what that number
would be fluctuated, because HUD was constantly
revising and changing what that number would be
if there was one.

7

Q And you guys were talking about
this during these rat pack conference calls,
correct?

10

A Correct.

11

Q And is it fair to say that
collectively that the level of optimism that you
were going to avoid any cap and HUD was going to
change its mind went up and down during the
rebid process?

16

A I mean, I guess I can't speak for
the team or individuals other than me. I can
speak for myself, but I guess I wouldn't want to
project and assume that everybody else had the
same understanding or the team had the same
optimism or pessimism about how it was going to
eventually fall out.

23

Q I don't want you to pretend to
look inside their minds, because I don't think
any of us can do that.

1

Steen

61

2

My question is based on what
3 people were saying.

4

Maybe they were saying something
5 other than what they were thinking.

6

But isn't it fair to say that in
7 the discussions amongst rat pack members, the
8 collective statements indicated that the level
9 of optimism as to whether or not the unit caps
10 could be prevented ultimately went up and down
11 during the course of the rebid process?

12

MR. KLEIN: Object to the

13

form.

14

You can answer.

15

A I guess I'm still not comfortable
16 speaking -- I mean, I just -- I don't want to
17 speak for the group.

18

I don't know if there were any
19 comments that were overwhelmingly optimistic or
20 pessimistic. I think a lot of it was just
21 planning of if this happens, this is what we can
22 do, if this happens this is what we can do.

23

It was more, I guess, kind of
24 preparing ourselves for either option rather
25 than spending too much time, you know, I guess

1

Steen

62

2

being pessimistic or optimistic one way or the
other.

4

Q Well, you focused on what
Ms. Carragher stated during these calls. She
was a participant in these calls?

7

A Yes.

8

Q Did she ever indicate at any
point in time whether based on the information
that she was getting she believed that it was
either likely or unlikely that the unit caps
were going to be part of the final bidding
procedure?

14

A I don't recall any specific
comments one way or the other.

16

Q She never expressed an opinion
one way or the other during all of these rat
pack conference calls?

19

A Not that I recall.

20

Q Same with every other member of
the rat pack, other than you, because you know
what you were thinking.

23

Any other member of the rat pack
at any point during all of these rat pack calls,
did they ever express on a call or in a meeting

1

Steen

63

2

their opinion as to how likely or unlikely they
thought it was that there was going to
ultimately be a unit cap?

4

A I don't recall.

6

I mean, I remember discussions of
just trying, I guess, to understand why HUD was
implementing the cap and what methodology it
would use to come up with the magic number, but
I don't remember comments one way or the other
how likely it would be to happen or not happen.

10

Q What states were you responsible
for in the PBCA rebid process?

12

A As far as pursuit states?

14

Q Yes.

16

A Florida, which was an existing
client, the U.S. Virgin Islands, Mississippi,
Alabama, Georgia and Massachusetts.

18

Q Who was the PHA partner for
Florida?

20

A Our existing client, the Tampa
Housing Authority, using their entity the North
Tampa Housing Development Corporation.

22

Q That was the entity that we
talked about earlier?

1

Steen

64

2

A Correct.

3

Q NTHDC?

4

A That is correct, a wholly-owned
subsidiary of the Tampa Housing Authority.

6

Q And that was also the bidding
partner for the Virgin Islands?

8

A Correct.

9

Q Was it the bidding partner for
any other states?

11

A For everything but Massachusetts.

12

So geographically it was all the
southeastern pursuit states.

14

Q And you were the primary CGI
contact with NTHDC?

16

A Correct.

17

Q In negotiating with NTHDC, the
relationship for the bidding, who on the NTHDC
side did you deal with?

20

A Don Shea, S-H-E-A.

21

Q What was his title?

22

A His title is contract
administrator.

24

Q Where does he fit in the
hierarchy of the organization?

1

Steen

65

2

A He is, because NTHDC holds the contract, essentially it's their contract and he's the contract administrator, he oversees all of the work that they subcontract to CGI.

6

Q So he heads the NTHDC?

7

A He does.

8

Q Were your negotiations only with him or did you also negotiate with somebody at the Tampa Housing Authority?

11

A I mean, primarily with him, but it wasn't unusual for him to include Andrew Libby, who is the CFO, his direct supervisor, and he may have had other people at THA involved in reviewing documents, but as far as meetings and conversations, it was typically Don or Don and Andy.

18

Q Which of those states were bid, if any, under a 49/51 scenario?

20

A As best as I can recall, we didn't use the 49/51 split with NTHDC.

22

Q Focusing on Alabama, is it your testimony that sitting here today you think Alabama was not submitted as a 49/51 bid?

25

A As best as I can remember, yes,

1

Steen

66

2

but I'm not 100 percent certain.

3

Q And did you have any responsibility for Virginia at any point in time?

6

A Yes, I did attend at least one meeting, one bid meeting with -- I'm trying to remember the entity it was -- it was group in Richmond.

10

I'm sorry, I'm blanking out on which entity.

12

Q Let's take a look at what was previously marked as Exhibit 22 (handing).

14

A Okay. (Perusing document.)

15

Q Just ignore the date at the bottom of the document in the middle, which is, it has been agreed, is the date it was printed and not the date that bears any relationship to the document itself.

20

A Okay.

21

Q Have you ever seen this or a similar document?

23

A Yes.

24

Q Can you tell me what it is?

25

A I think this is basically a

1 Steen

2 dashboard or spreadsheet of who are the primary
3 leads on pursuing business and the value of that
4 business.

5 Q And this essentially breaks down,
6 one of the things it does is to break down the
7 various states and other jurisdictions in the
8 rebids between Ms. Carragher's directors who
9 were responsible for them?

10 A Correct.

11 Q And so let's look at your section
12 of the dashboard.

13 NTHDC is the first column there,
14 right?

15 A Yes.

16 Q And that indicates that there
17 were four states that were being bid on
18 collectively between CGI and NTHDC, right?

19 A Correct. Based on this dashboard
20 at this time.

21 Q Right.

22 Now, that was going to be my next
23 question.

24 Were all of those states
25 ultimately bid on?

1

Steen

68

2

A Yes.

3

Q With NTHDC?

4

A Yes.

5

6

Q The next column is Massachusetts,
right?

7

A Correct.

8

9

Q You said that was being bid on
by -- with a different partner?

10

A Yes.

11

Q Who was that partner?

12

A The Cambridge Housing Authority.

13

14

Q I see Mr. Ashmore's name is
listed there.

15

Was he working on that with you?

16

17

A He assisted. The structure was
you had a primary lead, the director was the
lead, and then normally we had an account
support or an L-2 person.

20

21

22

23

The dashboard shows the director
who is the lead for the pursuit and then each
lead is given a support person, which was
referred to as an L-2.

24

25

The director was the L-1 or Level
1 person.

1

Steen

69

2

Q And was Mr. Ashmore the L-2 on
3 that for Massachusetts at that point in time?

4

A Yeah, based on this, yes.

5

I know he was my L-2, so I'm just
6 assuming this is correct and it was for
7 Massachusetts.

8

Q You recall him being your L-2 for
9 something, is that your recollection?

10

A Yes.

11

Q You just don't remember which
12 state?

13

A Correct.

14

Q Now, was Massachusetts submitted
15 as a 49/51 bid?

16

A I believe that one was, that we
17 had discussed with them doing the 49/51 split.

18

Q Do you recall definitively one
19 way or the other?

20

A Not definitely, but I believe it
21 was a split state.

22

Q Did you personally have
23 discussions with anyone at the Cambridge Housing
24 Authority as to how the 49/51 employee split was
25 going to work?

1

Steen

70

2

A Yes, I believe it was discussed.

3

4

Q My question is, did you discuss it with them?

5

A I believe I did.

6

7

Q You don't have a definitive recollection?

8

9

A I'm not 100 percent certain, but I believe that I did, yes.

10

Q Tell me about the discussions.

11

12

What did you say and what this they say?

13

14

15

16

17

A I think the discussion was

approached if they would be interested in

pursuing the work, if they had to have

51 percent of the staff, would that be something

they would still want to pursue.

18

19

20

21

And then obviously if they were

interested how that would be, you know, who

would have which staff, what task their staff

would do versus our staff.

22

23

24

25

Q So the first part of that, did

you have a conversation in which they said,

"Yes, we'd be interested in pursuing a 49/51

bid"?

1

Steen

71

2

A We did pursue with them, so I'm
certain they must have been comfortable with it.

4

Q You're answering a different
question.

6

A Okay.

7

Q I understand that your
recollection is you submit you pursued a 49/51
bid.

10

Do you have any recollection
sitting here today about having any specific
conversations with the Cambridge Housing
Authority in which they agreed that they wanted
to submit a 49/51 bid?

15

A I'm not sure I was involved in
the discussion where they agreed, but I was
involved in discussions where we talked about
the format, structure, how the staff would be
assigned.

20

Q And you recall those discussions?

21

A Correct.

22

I just don't know if I had the
initial discussion, if that was with me that we
initially proposed the idea to them.

25

Q Were you the primary contract

1

Steen

72

2

with the Cambridge Housing Authority?

3

A I was.

4

Q If you weren't the one who
discussed it with them, who would have been?

5

A Marybeth Carragher was involved
in at least one or two of the initial meetings
with the client, along with me and Dennis Ryan.

6

Q Now, is it your testimony that
you recall having specific discussions with
someone at the Cambridge Housing Authority about
how the specific employee tasks would be
allocated under a 49/51 structure?

7

A Correct.

8

Q Who would employ the employees
doing what tasks?

9

A Yes.

10

Q And did you reach agreement with
the Cambridge Housing Authority on how that
would work?

11

A I believe we did, yes.

12

Q When you say you believe that you
did, do you have a definitive recollection
sitting here today?

13

A Of the structure or that they

1

Steen

73

2

agreed to the structure?

3

Q That they agreed to a structure
for a 49/51 employee allocation?

5

A Yes, I would definitively say
they agreed to the 49/51 structure.

7

Q You were the one who had that
discussion with them?

9

And, again, I'm now talking about
the specifics as to how these staff were going
to be allocated.

12

A I guess I'm not certain that I
had the final discussion.

14

I know I was involved in multiple
discussions, it was an ongoing, you know, we
would speak regularly on how to structure the
pursuit, obviously bid pricing and percentages.

18

If I was the one that had that
final meeting with them where they signed on the
dotted line, I don't remember.

21

Q Tell me, what you do remember
about the discussions as to who would employ
what staff in a 49/51 bidding structure?

24

A Sure.

25

And I think a lot of the

1

Steen

74

2

structures were going to delineate between the local specialist, which had to be located in that state, so they would travel to the properties, so they physically needed to be in that state, having that assigned to one group and have the central task assigned to another group, which is a clean way to divide the operational tasks.

10

11

Q So who was going to employ the

local staff?

12

13

A My recollection of that would have been the Cambridge Housing Authority or the PHA partner.

15

16

Q And you recall specifically having that discussion with somebody at the Cambridge Housing Authority?

18

19

A The meeting was three years ago, but --

20

21

MR. KLEIN: If you recall,

you recall.

22

23

A I don't recall definitively, but I would assume we had a meeting where that was discussed and decided who would allocate which staff.

1

Steen

75

2

3

4

And I know that that was one of
the models we were looking at, was dividing
local and central tasks.

5

6

7

8

9

Q So am I correct that sitting here
today while you assume you must have had such a
discussion with somebody at the Cambridge
Housing Authority, you don't remember any
specific discussions sitting here today?

10

11

12

A I don't remember the date or
specific conversation where each point was
discussed, no.

13

14

15

16

17

18

19

20

21

Q Well, I'm asking you generally,
do you remember on the phone or in person having
a conversation with one or more people at the
Cambridge Housing Authority where it was
discussed, "Okay, you guys, you'll employ the
local people, we'll employ some central people.
Here's how the tasks will be allocated between
them. Here's the nuts and bolts about how 49/51
will work"?

22

23

24

25

A I mean, I remember general
conversations, but I guess I couldn't draw you a
map and say this is what we decided with them,
that we were going to do it exactly this way.

1

Steen

76

2

I mean, that was the general

3

model that we had proposed.

4

I don't know if that's the final
exact model that Cambridge agreed to.

5

Q And are you not able to tell me
that because, A, you were not the one who had
that final discussion with them where the final
agreement was reached, or, B, you just don't
remember sitting here today what the nuts and
bolts of that final agreement were, but it was a
conversation that you personally had?

6

THE WITNESS: Could you

7

repeat that again?

8

(Whereupon, the record was
read back by the reporter.)

9

A I don't remember having the final
conversation.

10

Q Do you know who did have that
final conversation?

11

A I don't.

12

Q Do you know if any document
exists in which that final allocation that was
agreed to by the Cambridge Housing Authority is
reflected, that is the final agreement as to who

1

Steen

77

2

would employ which specific staff in a 49/51
3 arrangement?

4

A I mean, if it was finalized there
5 should be a document, yes.

6

Q Have you ever seen that document?

7

A I'm sure I did, but I couldn't
8 recreate it for you without seeing the document
9 again.

10

Q I'm not asking you to recreate
11 it.

12

I'm asking you sitting here today
13 do you definitively recall that you have seen
14 such a document, even if you don't remember the
15 details of how it was allocated?

16

A I can't definitively recall now.

17

Q As part of the rebid process, did
18 you play any role in gathering pricing
19 information about what the cost of any local
20 office space would be that would be required at
21 each of these jurisdictions?

22

A Yes.

23

Q Describe what your role was in
24 that.

25

A I visited -- CGI engaged, I

1

Steen

78

2 forget which, an outside firm, and I don't
3 recall which firm it was, to help us locate
4 office space, but I did some of the physical
5 site visits to look at the office space to see
6 if it would be adequate for what we needed,
7 where it was located within the different
8 regions.

9 Q How did you determine how much,
10 how big an office would be needed?

11 A Based on the number of staff that
12 we were using for our projections.

13 Q Were the office needs based on
14 the number of staff that CGI was going to
15 employ?

16 A I believe we looked at combined
17 space with the client staff.

18 Q That's your recollection sitting
19 here today?

20 A That's my recollection, yes.

21 Q So you were looking for a single
22 office that would be big enough to house staff
23 employed both by CGI and by the PHA partner?

24 A Correct.

25 Q In each jurisdiction?

1

Steen

79

2

A As far as I recall for my
jurisdictions, that's my recollection.

4

Q Well, let's take Massachusetts.

5

The Cambridge Housing Authority
had offices in Massachusetts, correct?

7

A They have, yes, they have an
office, the housing authority has an office.

9

Q They're based in Cambridge,
Massachusetts?

10

A Correct.

12

Q CGI didn't have an office in
Cambridge, Massachusetts?

14

A No.

15

Q So in the rebid process, one of
your tasks was to go out and figure out what
were the costs going to be of office space that
CGI would need to get if they were successful in
a bid, correct?

20

A Correct.

21

Q Is it your testimony that the
office space that you were pricing out was
office space that was designed to be able to
accommodate both the CGI staff and Cambridge
Housing Authority staff who were going to work

1

Steen

80

2

on the PBCA contract if it was awarded to them?

3

A That is my recollection, yes.

4

Q And is that true from day one, even before the concept of 49/51 bidding was put in place?

7

A Prior to 49/51, it would have been all CGI staff.

9

Q Right, and then at some point you reached a deal, an agreement with Cambridge to bid 49/51, correct?

12

A Correct.

13

Q So at that point in time the CGI employees that were going to be working on that project were almost cut in half, correct?

16

A Correct.

17

Q And correspondingly the Cambridge Housing Authority employees were substantially increased, correct?

20

A Correct.

21

Q Is it your testimony that the agreement you had with the Cambridge Housing Authority was that their 51 percent employees were all going to be based in the office space that CGI was going to locate and lease?

1

Steen

81

2

A That was my recollection, that we
3 would house the staff together.

4

Q And was that a discussion that
5 you personally had with the Cambridge Housing
6 Authority?

7

A I remember visiting office space
8 with my contact at the Cambridge Housing
9 Authority, with the understanding that we were
10 looking for office space for the entire team.

11

Q And who is that that you looked
12 with?

13

A Greg Russ. He's the executive
14 director of Cambridge Housing Authority.

15

Q If you look back at the
16 dashboard, you also have Virginia listed as one
17 of your states.

18

Do you see that?

19

A (Perusing document.) I do see
20 that.

21

Q Does that refresh your
22 recollection that at a certain point in time
23 Virginia was allocated to you?

24

A It does refresh my memory, yes,
25 it was at one time, but then it was shifted to,

1

Steen

82

2 I believe Tony Gorris. I'm not 100 percent
3 certain, but it was shifted to someone else.

4 Q Then if you look at the last
5 column, South Carolina is allocated to you in
6 this dashboard.

7 A Do you see that?

8 Q I do.

9 Q Did that remain one of your
10 states throughout the rebid process?

11 A It did.

12 Q And who was the partner in that?

13 A The Columbia Housing Authority.

14 Q So that's one you didn't recall
15 before when you listed the states for me?

16 A Correct. I left that off
17 inadvertently.

18 Q And then North Carolina is also
19 listed as one of your states, correct?

20 A Correct.

21 Q Did that remain your state?

22 A We eventually made that a no bid.

23 Q Up until the point that you
24 decided not to bid on it, did that remain your
25 state?

1

Steen

83

2

A It did.

3

4

Q Was South Carolina bid under a
49/51 split?

5

6

A I don't recall with South
Carolina what the structure was.

7

8

Q Let me show you what we
previously marked as Exhibit 6.

9

10

11

12

13

MR. MAIR: Just for the
record, this is a CGI document
entitled, "Subcontractor
Certification For Chicago Housing
Consulting Services, Inc."

14

15

16

17

18

Q And I'm going to represent to you
that this was produced by CGI as part of the
bidding documents for a bid that was submitted
together with the Chicago Housing Consulting
Services, Inc. partner.

19

A Okay.

20

21

22

23

Q And it contains a list of states
that CGI certified that it was bidding within
the unit cap as a 100 percent or greater than
49 percent subcontractor.

24

25

Looking at that list, does that
refresh your recollection as to any states

1

Steen

84

2

within your portfolio that were bid under 49/51
in addition to Massachusetts?

4

A I mean, it does refresh my
memory, yes.

6

Q So then having refreshed your
memory with this document, can you tell me, in
addition to Massachusetts, which we just talked
about, what other states within your portfolio
were ultimately bid under a 49/51 bidding
scenario?

12

A Well, based on this, it would
have been everything other than Florida or the
Virgin Islands.

15

Q And therefore can you just list
the states that were bid under 49/51 in
partnership with NTHDC?

18

A Okay.

19

Q Georgia -- NTHDC?

20

A Yes.

21

A Georgia, Alabama and Mississippi.

22

Q And having seen that document
now, it refreshes your recollection that those
three states were bid 49/51?

25

A Based on this document, I will

1

Steen

85

2

assume that's true, yes.

3

Q So it doesn't trigger an independent memory of that? You're just going by what the document says?

6

A Correct. I don't remember conversations with NTHDC about this split.

8

Q Well, that was going to be my next question.

10

Sitting here today, do you recall ever having any discussions with anyone at NTHDC or at the Tampa Housing Authority about bidding a 49/51 split?

14

A Yeah. I don't recall any conversations.

16

Q Do you have any knowledge of anyone else at CGI having those conversations with one of those two entities?

19

A I do not have any knowledge, no.

20

Q Now, South Carolina was a state that you partnered with the Columbia Housing Authority on --

23

A Correct.

24

Q And that was 49/51?

25

A Based on this document, yes.

1

Steen

86

2

Q Do you recall having any
discussions with the Columbia Housing Authority
about a 49/51 split?

5

A I don't.

6

Q Who was your primary contact
there?

8

A Gilbert Walker. He's the
executive director of the housing authority.

10

THE WITNESS: Can we take
a quick break?

11

MR. MAIR: We're very
close to being done, but by all
means, take a break.

12

(Whereupon, at 3:12 p.m., a
recess was taken.)

13

(Whereupon, at 3:17 p.m.,
the deposition resumed with all
parties present.)

14

MR. MAIR: Back on the
record.

15

BY MR. MAIR:

16

Q Let me go back for a second to
your testimony about the office space that you
were looking for in Massachusetts.

1

Steen

87

2

Was that in Cambridge?

3

A No. I think it was in Quincy.

4

It was somewhere -- an outlying area, maybe 15
5 or 20 miles of Cambridge, Boston.

6

Q In the greater Boston area?

7

A Correct.

8

Q And were you going to look at
9 that office space before or after the decision
10 to bid on a 49/51 split with Cambridge?

11

A I can't remember if it was before
12 or after.

13

It was an existing CGI office
14 that had additional space available.

15

Q CGI had an office in Quincy?

16

A They did, yes. I believe it was
17 Quincy. I'm not 100 percent sure it was Quincy.

18

I know it was a suburb of Boston.

19

Q So the office space that you were
20 looking at was a portion of an existing CGI
21 office?

22

A Correct.

23

Q Was that the only office space
24 that you looked at in Massachusetts?

25

A I'm trying to remember. I

1

Steen

88

2

believe I did look at additional other office
space. I don't think that was the only space
that I looked at.

5

Q When you looked at the other
space, was someone from the Cambridge Housing
Authority with you, as well?

8

A He was not. I know there was one
office that I looked at alone.

10

Q And you don't remember if that
was when CGI was still intending on providing
100 percent or almost 100 percent of the
operational staff?

14

A I don't remember the time frames
of when I looked at what office space and what
was occurring with the split scenario.

17

Q Did you ever go back and revisit
the amount of office space that was required at
any point in time for the Massachusetts bid?

20

A I don't believe so. I believe
the staffing numbers did not change. Who they
were being allocated to might have changed, but
the total staffing numbers and the spacing needs
would have been the same.

25

Q Was CGI intending on using any of

1

Steen

89

2

its central staff for the Massachusetts PBCA
work if it were successful?

4

A I mean, that was -- my
recollection is that most of the models that I
believe I had looked at were the local staff
would be PHA staff and then the central task
would be, the functional would fall to the CGI
staff.

10

Q So that your recollection is that
all or virtually all of the CGI staff were going
to be centralized staff?

13

A Focused on, I guess when you say
"centralized staff," what do you mean by
"centralized staff"?

16

Q I mean, for instance, working out
of the Columbus call center.

18

A Oh, no.

19

I guess when I was referring to
central staff, I was talking about the central
tasks that are part of what we call the central
tasks that are part of the PBCA contract.

23

Q So you were talking about staff
that would be physically located in
Massachusetts, when you were talking about

1

Steen

90

2

centralized staff?

3

A Right. The staff doing centralized, the central duties would still be located in Massachusetts, for the most part, yes.

6

Q Some staff that are required for PBCA work spend most of their time out in the field reviewing and inspecting things on site; is that fair to say?

7

A Yes.

8

Q And other staff work solely or primarily out of an office somewhere, correct?

9

A Correct.

10

Q Let me take Florida, which is obviously the state that you have overseen existing PBCA work in.

11

Can you tell me how the staffing there is handled between staff that are physically located in Florida and staff that are located in some other state, such as the Columbus call center?

12

A Okay.

13

The majority of the Florida staff is located in Florida. We have support staff,

1

Steen

91

2

some IT support, our accounting support staff
that are located either into Cleveland or
Columbus or elsewhere, but the large majority of
our Florida staff is located in Florida.

3

4

Q Do you utilize the Columbus call
center for the Florida PBCA work?

5

A We do.

6

Q So there's staff there that work
on the Florida PBCA?

7

A Correct. They'll take calls from
Florida residents, yes.

8

Q Of the staff that are physically
located in Florida, how many of them work in an
office and how many of them work from home
visiting sites and only rarely report to the
office?

9

A And I guess I'll clarify, because
the contract, in the current state of our
contract in Florida, we no longer do management
reviews, so that number is much lower than it
would have been when we were doing fully,
basically doing all components of the contract.

10

So do you mean now or back then?

11

Q Yes. Let's go back to the point

1

Steen

92

2

in time when you were doing all the components
of the operational contract.

4

A Okay.

5

I have to count, so give me a
second.

7

So when we were fully staffed, we
would have had approximately 30 staff, about 11
of those would have been assigned to the local
duties, going out visiting properties, doing
management reviews.

12

Q And of the other 29, can you tell
me where they were located and what type of
duties they performed?

15

A Most of those, they would have
been in Tampa. We have three quality assurance
specialists. We have a full-time trainer, who
would be included in that number.

19

We had two IT, we had a business
operations analyst and also an IT specialist
that I would contribute some of their time to
the Florida contract.

23

And then we would have about a
mirror staff of the local staff operating on
central functions, about 12, between CCSS and

1

Steen

93

2

their supervisors.

3

Q And all 29 of those staff you just talked about were physically in a Florida office somewhere?

6

A Yes, in Florida.

7

Now, the local staff were somewhere based in offices, some were based from home offices throughout Florida.

10

Q By "the local staff," you are referring to those 11 that you said went out and visited properties?

13

A Correct.

14

Q And some of those worked from home and some were based in the office?

16

A Correct.

17

We had a small satellite office in Jacksonville, Florida, and a small satellite office in Miami, Florida.

20

MR. KLEIN: Going back in the record, David, I think you said 29 in addition to 11, so I think that's 40.

24

I think it's 19, just to clarify.

1

Steen

94

2

A Thank you. I didn't pick up on
3 that.

4

Q So it's 11 local and then 19 were
5 the office staff?

6

A Correct.

7

Q And can you approximate for me
8 how many people employed by CGI worked on
9 Florida from out of state?

10

A I mean, full time or part time?

11

Q Well, let's take FTEs.

12

How many full time equivalents?

13

A I guess the number would vary,
14 but, for example, the call center, they're
15 taking calls from multiple states.

16

So the call volume may be higher
17 one month than the next month. So I guess I
18 really don't know how much, like to come up with
19 an FTE number of how many calls they would
20 typically take from Florida versus Ohio or
21 versus California, because they service all of
22 our states but New York.

23

Q Well, for purposes of how you
24 split the revenues with NTHDC, does CGI come up
25 with a number of FTEs that are assigned to the

1

Steen

95

2

Florida contract from amongst its out-of-state
3 staff?

4

A For NTHDC, I mean, it's a fixed
5 fee contract. So they pay us a fixed fee and
6 our costs within that are probably basically
7 irrelevant to the Tampa Housing Authority.

8

Q For purposes of bidding in the
9 rebid, was any allocation made of FTEs in the
10 Columbus call center or other out-of-state FTEs
11 that were assigned to any of the states under
12 your jurisdiction?

13

A Yes.

14

Q So numbers were allocated for
15 those out-of-state employees in terms of the
16 FTEs that they performed for each one of your
17 jurisdictions, correct?

18

A Correct.

19

Q That would be done as part of the
20 rebid process?

21

A Part of the pricing for the rebid
22 process, yes.

23

Q And do you recall approximately
24 how many out-of-state FTEs were assigned to
25 Florida?

1

Steen

96

2

A I don't recall the specific
3 number.

4

I mean, there is a number, but,
5 as I sit here today, I can't recall what the
6 specific number of FTEs would have been.

7

Q What categories of work were
8 those FTEs in?

9

A Outside of Florida?

10

Q Yes.

11

A We would have IT support staff,
12 the call center staff, we have some accounting
13 staff located outside of Florida that support
14 our team, we have a full-time trainer, but I
15 don't know if there's any additional training
16 resources allocated to Florida beyond the
17 full-time FTE that we have within our office.

18

I think that would be it as far
19 as support staff.

20

Q In connection with the rebid, did
21 CGI enter into MOUs or memorandums of
22 understanding with each of its PHA bidding
23 partners?

24

A Yes.

25

Q And one MOU for each state that

1

Steen

97

2

it bid upon?

3

A Correct.

4

Q Were you responsible for
negotiating the MOU with the states within your
jurisdiction?

5

A Yes, in conjunction with
Marybeth.

6

Q And so with the NTHDC, am I
correct that you had a memorandum of
understanding for each of the states that you
bid on together with them?

7

A Yes.

8

Q At any point in time, did you
renegotiate the MOU after one was first signed?

9

A For the split or just in general?

10

Q Well, including the split, I am
including that within the renegotiation.

11

So at some point you signed these
MOUs for each of the states.

12

Does a new MOU ever get signed
for any of the states that you're bidding on
with NTHDC?

13

A Yes. If anything would have
changed, any substantive change to the original

1

Steen

98

2

MOU, we would have had to execute a new MOU.

3

Q Now, you just said "would have
had to."

5

I want to make sure I'm
understanding your testimony.

7

Are you saying that you
specifically recall that new MOUs were entered
into with NTHDC for one or more of the states
that were bid upon?

11

A I don't recall, but if, based on
this information that those were bid as split
states, then we would have -- if the state had
switched to a split state, then, yes, we would
have done a revised MOU to account for that.

16

Q You're saying you would have done
because the work allocation would have been
wrong from the original MOU if you went to a
49/51 split scenario?

20

A Correct. As part of our internal
corporate procedures, we would have had to
execute a new MOU to account for any changes.

23

Q So you're telling me what the
procedure, the required internal CGI procedure
was, correct?

1

Steen

99

2

A Yes.

3

Q Now leave that aside.

4

And now I'm asking you sitting here today, do you recall entering into new MOUs for any of your states with any of your PHA partners after the original MOU was signed?

5

A I don't specifically recall, no, but I'm confident we would have done that as part of our normal process.

6

Q I understand that you are sitting here today telling me, "If we had gone from 100 percent bidding subcontractor to 49/51 subcontractor our internal procedures would have required that we get a new MOU," correct?

7

A Correct.

8

Q And, therefore, if that was done with any of your states, you're assuming that a new MOU was entered into?

9

A Confidently assuming, yes.

10

Q But sitting here today from memory you don't have a recollection of that happening; is that correct?

11

A Right. I don't recall sitting

12 down and signing that document with the client,

1

Steen

100

2

no.

3

Q And you don't recall having a discussion with any of the PHA partners in which you said, "Hey, we need to get a new MOU because we have gone from 100 percent subcontractor bidding to 49/51 bidding"?

4

A I don't remember a specific conversation, no.

5

And with our -- with our Tampa client, the client sits next to my office and we talk basically daily.

6

So just because I don't -- I guess -- we have lots of conversations. So I guess I don't recall if we specifically sat down and talked about the split, but our daily conversations, it would have been very easy just to have that come up as just a normal part of our morning conversation.

7

Q I think you might be giving me some explanation as to why you might not recall.

8

And I just want to make sure the record is clear that the question is sitting here today is it fair to say that you don't have a recollection of having any conversation with

1

Steen

101

2

any of the PHA partners, including Tampa, in
which you discussed signing a new MOU to replace
the old one after you switched from a 100
percent subcontractor bidding to 49/51 bidding;
is that fair to say?

7

A That's fair to say.

8

I don't recall a specific
conversation, but we have daily conversations.

10

Q In other words, sitting here
today you don't recall having that conversation;
is that correct?

13

A Right. Correct.

14

Q Now, let me ask the same thing
with respect to Massachusetts.

16

Is it your understanding that CGI
corporate procedures would require that the
original MOU that was entered into when CGI was
going to be a 100 percent contractor should have
been replaced by a new MOU when the decision was
made to submit a bid with Massachusetts on a
49/51 split?

23

MR. KLEIN: Object to

24

form.

25

You can answer.

1 Steen

2 A Correct.

3 Q Sitting here today do you have
4 any recollection, a specific recollection of
5 whether or not that was done with respect to the
6 Massachusetts bid?

7 A I don't have a specific
8 recollection, no.

9 Q And sitting here today you don't
10 have any recollection of actually having a
11 conversation with somebody at the Cambridge
12 Housing Authority about that; is that fair to
13 say?

14 A Can you repeat that?

15 Q Sitting here today you don't have
16 a recollection of actual having a conversation
17 with anybody at the Cambridge Housing Authority
18 about entering into a new MOU?

19 A No.

20 Q That is a correct statement?

21 A That's a correct statement.

22 Q With respect to South Carolina,
23 do you have any recollection sitting here today
24 of entering into a new MOU with South Carolina
25 after the original one was executed?

1

Steen

103

2

A Not a specific recollection, no.

3

Q And sitting here today do you have a specific recollection of ever having a conversation with anyone at the Columbia Housing Authority about entering into a new MOU with Columbia Housing Authority?

8

A I don't have a specific

9 recollection, no.

10

MR. MAIR: Let's take a

11

two-minute break.

12

I think we may be done.

13

(Whereupon, at 3:33 p.m., a

14

recess was taken.)

15

(Whereupon, at 3:36 p.m.,

16

the deposition resumed with all

17

parties present.)

18

(Continued on the next page.)

19

20

21

22

23

24

25

104

1 Steen

2 MR. MAIR: Back on the
3 record.

4 We are done.

5 (Whereupon, at 3:36 p.m.,
6 the deposition was concluded.)

7
8 SHAWN STEEN
9

10 Subscribed and sworn to
11 before me
12 this [REDACTED] day of [REDACTED], 2013.

13 NOTARY PUBLIC
14
15
16
17
18
19
20
21
22
23
24
25

105

1

2 I N D E X P A G E

3

Witness	Examination By	Page
Shawn Steen	Mr. Mair	4

5

6 EXHIBITS

7

Plaintiff's Exhibits	Description	Page
42	A one-page document	27

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

106

2 C E R T I F I C A T E

3 STATE OF NEW YORK)

4) ss.

5 COUNTY OF NEW YORK)

6 I, MARGARET M. HARRIS, a Shorthand
7 (Stenotype) Reporter and Notary Public of
8 the State of New York, do hereby certify
9 that the foregoing Deposition, of the
10 witness, SHAWN STEEN, taken at the time
11 and place aforesaid, is a true and correct
12 transcription of my shorthand notes.

13 I further certify that I am neither
14 counsel for nor related to any party to
15 said action, nor in any wise interested in
16 the result or outcome thereof.

17 IN WITNESS WHEREOF, I have hereunto
18 set my hand this 29th day of July, 2013.

19

20 _____
21 MARGARET M. HARRIS

22

23

24

25